

REMARKS

The Examiner rejected claims 22-30, 33-38, 41-46 and 49 under 35 U.S.C. §103(a) as allegedly being unpatentable over Luchs *et al.* (USPN 4,831,526) in view of Hoyt *et al.* (USPN 6,067,531) and in further view of Shirley *et al.* (USPN 5,692,206) and further in view of applicant's admitted prior art.

The Examiner rejected claims 31, 39 and 47 under 35 U.S.C. §103(a) as allegedly being unpatentable over Luchs in view of Hoyt, Shirley, applicant's admitted prior art and in further view of "Frequently Asked Questions about Your Virtual Agent Network for World Wide Business" (herein VAN; Australian American Chamber of Commerce, 1996).

The Examiner rejected claims 32, 40 and 48 under 35 U.S.C. §103(a) as allegedly being unpatentable over Luchs in view of Hoyt, Shirley, applicant's admitted prior art and in further view of Grubb *et al.* (USPN 5,272,623).

Applicants respectfully traverse the §103(a) rejections with the following arguments.

35 U.S.C. §103(a): Claims 22-30, 33-38, 41-46 and 49

The Examiner rejected claims 22-30, 33-38, 41-46 and 49 under 35 U.S.C. §103(a) as allegedly being unpatentable over Luchs *et al.* (USPN 4,831,526) in view of Hoyt *et al.* (USPN 6,067,531) and in further view of Shirley *et al.* (USPN 5,692,206) and further in view of applicant's admitted prior art.

Applicants respectfully contend that claims 22, 34, and 41 are not unpatentable over Luchs in view of Hoyt and further in view of Shirley and further in view of applicant's admitted prior art, because Luchs in view of Hoyt and further in view of Shirley and further in view of applicant's admitted prior art does not teach or suggest each and every feature of claim 22. For example, Luchs in view of Hoyt and further in view of Shirley and further in view of applicant's admitted prior art does not teach or suggest the feature: "generating at least one statement of work (SOW) under the master contract" (claims 22 and 41); and "to form a statement of work (SOW) under the master contract" (claim 34).

The Examiner argues that "applicant's own admitted prior art as described in background of invention, page 2, lines 13-25, teaches generating SOW under a master contract.... Additionally generating a SOW as taught by applicant's own admitted prior art would provide for capability for handling complex execution activity."

In response, Applicants respectfully contend that the Examiner's argument for modifying Luchs in view of Hoyt and further in view of Shirley to generate a SOW is not persuasive, because Applicant's admitted prior art teaches away from generating a SOW. See Applicants' admitted prior art in the specification on page 2, lines 21-25 ("Handling and tracking these SOW's and coordinating changes to SOW's with the master contract which may also be changed

is therefore a difficult and time consuming activity for which the systems described above for initially generating a contract unfortunately provide no solution. ").

In contrast, Applicants' invention provides a capability for handling complex execution activity. See specification, page 2, line 26 - page 3, line 2 ("In accordance with the teachings of the present invention, however, there is provided a method and system for handling this complex execution activity in conjunction with facilitating master contract and SOW generating tasks. It is believed that such a system and method would constitute a significant advancement in the art.").

Based on the preceding arguments, Applicants respectfully maintain that claim 22 is not unpatentable over Luchs in view of Hoyt and further in view of Shirley and further in view of applicant's admitted prior art, and that claim 22 is in condition for allowance. Since claims 23-30 and 33 depend from claim 22, Applicants contend that claims 23-30 and 33 are likewise in condition for allowance. Since claims 35-38 depend from claim 34, Applicants contend that claims 35-38 are likewise in condition for allowance. Since claims 42-46 and 49 depend from claim 41, Applicants contend that claims 42-46 and 49 are likewise in condition for allowance.

In addition with respect to claims 27, 37, and 44, Applicants respectfully contend that Luchs in view of Hoyt and further in view of Shirley and further in view of applicant's admitted prior art does not teach or suggest the feature: "wherein the one or more model agreements were pre-approved by the corporation prior to said selecting such that further approval of the one or more model agreements by the corporation is not required to form the SOW."

The Examiner argues that "applicant's own admitted prior art as described on page 2,

lines 13-25, teaches "pre-approving model agreements".

In response, Applicants respectfully contend that Applicants' admitted prior art as described on page 2, lines 13-25 does not teach the existence of model agreement. The first appearance in Applicants' specification of the phrase "model agreements" is on page 3, line 17 of Applicants' specification. Therefore, Applicants' admitted prior art most certainly does not teach pre-approving model agreements.

Moreover, the Examiner has provided any argument as to why it is allegedly obvious to modify Luchs in view of Hoyt and further in view of Shirley with the preceding feature of claims 27, 37, and 44. Therefore, the examiner has not established a *prima facie* case of obviousness in relation to claims 27, 37, and 44.

In addition with respect to claims 29 and 45, Applicants respectfully contend that Luchs in view of Hoyt and further in view of Shirley and further in view of applicant's admitted prior art does not teach or suggest the feature: "receiving an inquiry as to a status of each SOW".

The Examiner argues that "applicant's own admitted prior art as described on page 2, lines 13-25, teaches "receiving an inquiry as to the status of SOW".

In response, Applicants respectfully contend that Applicants' admitted prior art as described on page 2, lines 13-25 does not teach "receiving an inquiry as to a status of each SOW". Applicants respectfully request that the Examiner identify the specific language in Applicants' admitted prior art as described on page 2, lines 13-25 that allegedly teaches "receiving an inquiry as to a status of each SOW".

Moreover, the Examiner has provided any argument as to why it is allegedly obvious to

modify Luchs in view of Hoyt and further in view of Shirley with the preceding feature of claims 29 and 45. Therefore, the examiner has not established a *prima facie* case of obviousness in relation to claims 29 and 45.

In addition with respect to claims 30, 38, and 46, Applicants respectfully contend that Luchs in view of Hoyt and further in view of Shirley and further in view of applicant's admitted prior art does not teach or suggest the feature: "sending a notice to the corporation upon formation of the SOW from said merging, said notice indicating that the SOW has been formed".

The Examiner has not even alleged that Shirley and further in view of applicant's admitted prior art teaches or suggests the preceding feature of claims 30, 38, and 46. Therefore, the examiner has not established a *prima facie* case of obviousness in relation to claims 30, 38, and 46.

35 U.S.C. §103(a): Claims 31, 39 and 47

The Examiner rejected claims 31, 39 and 47 under 35 U.S.C. §103(a) as allegedly being unpatentable over Luchs in view of Hoyt, Shirley, applicant's admitted prior art and in further view of "Frequently Asked Questions about Your Virtual Agent Network for World Wide Business" (herein VAN; Australian American Chamber of Commerce, 1996).

Since claims 31, 39 and 47 respectively depend from claims 22, 34, and 41, which Applicants have argued *supra* to not be unpatentable over Luchs in view of Hoyt and further in view of Shirley and further in view of applicant's admitted prior art under 35 U.S.C. §103(a), Applicants maintain that claims 31, 39 and 47 are likewise not unpatentable over Hoyt, Shirley, applicant's admitted prior art and in further view of "Frequently Asked Questions about Your Virtual Agent Network for World Wide Business" under 35 U.S.C. §103(a).

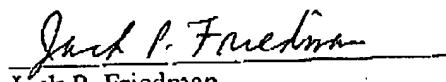
35 U.S.C. §103(a): Claims 32, 40 and 48

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Since claims 32, 40 and 48 respectively depend from claims 22, 34, and 41, which Applicants have argued *supra* to not be unpatentable over Luchs in view of Hoyt and further in view of Shirley and further in view of applicant's admitted prior art under 35 U.S.C. §103(a), Applicants maintain that claims 32, 40 and 48 are likewise not unpatentable over Hoyt, Shirley, applicant's admitted prior art and in further view of Grubb under 35 U.S.C. §103(a).

CONCLUSION

Based on the preceding arguments, Applicants respectfully believe that all pending claims and the entire application meet the acceptance criteria for allowance and therefore request favorable action. If the Examiner believes that anything further would be helpful to place the application in better condition for allowance, Applicants invites the Examiner to contact Applicants' representative at the telephone number listed below. The Director is hereby authorized to charge and/or Deposit Account 09-0457.

Date: 08/11/2005

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